

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Assistance Amendment</b>		<b>GRANT NUMBER (FAIN):</b> 97230801 <b>MODIFICATION NUMBER:</b> 1 <b>PROGRAM CODE:</b> V	<b>DATE OF AWARD</b> 03/31/2011
			<b>TYPE OF ACTION</b> Augmentation: Increase	<b>MAILING DATE</b> 04/07/2011
			<b>PAYMENT METHOD:</b> Advance	<b>ACH#</b> 20043
<b>RECIPIENT TYPE:</b> Indian Tribe			<b>Send Payment Request to:</b> Las Vegas Finance Center	
<b>RECIPIENT:</b> Saint Regis Mohawk Tribe 412 State Road Route 37 Akwesasne, NY 13655 <b>EIN:</b> 16-1007650			<b>PAYEE:</b> Saint Regis Mohawk Tribe 412 State Road Route 37 Akwesasne, NY 13655	
<b>PROJECT MANAGER</b> Ken Jock 412 State Road Route 37 Akwesasne, NY 13655 <b>E-Mail:</b> ken.jock@srmt-nsn.gov <b>Phone:</b> 518-358-5937		<b>EPA PROJECT OFFICER</b> Pietro Mannino 290 Broadway, EERD/NJRT New York, NY 10007-1866 <b>E-Mail:</b> Mannino.Pietro@epamail.epa.gov <b>Phone:</b> 212-637-4395		<b>EPA GRANT SPECIALIST</b> Cynthia Pabon Grants and Contracts Management Branch, OPM/GCMB <b>E-Mail:</b> pabon.cynthia@epa.gov <b>Phone:</b> 212-637-3405
<b>PROJECT TITLE AND EXPLANATION OF CHANGES</b> Alcoa Grasse River Superfund Site This amendment increases the agreement by \$222,238 from \$107,620 to \$329,858. Budget Period 2 has been added and the overall project period expiration date has been extended to November 14, 2012. In addition, the terms and conditions sections are revised to include updated and new conditions. Administrative Condition 14 and Programmatic Condition 4 have been revised, and Administrative Conditions 19 and 20 and Programmatic Condition 12 have been added. All other terms and conditions remain the same.				
<b>BUDGET PERIOD</b> 11/04/2009 - 11/14/2012		<b>PROJECT PERIOD</b> 11/04/2009 - 11/14/2012		<b>TOTAL BUDGET PERIOD COST</b> \$329,858.00
				<b>TOTAL PROJECT PERIOD COST</b> \$329,858.00
<b>NOTICE OF AWARD</b>				
Based on your Application dated 03/22/2011 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$222,238. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$329,858. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>			<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> Grants and Audit Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866			<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 2 Emergency and Remedial Response Division 290 Broadway New York, NY 10007-1866	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>				
<b>Digital signature applied by EPA Award Official</b> Donna J. Vizian - Assistant Regional Administrator for Policy and Management				<b>DATE</b> 03/31/2011

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 107,620	\$ 222,238	\$ 329,858
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 0	\$	\$ 0
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 107,620	\$ 222,238	\$ 329,858

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.802 - Superfund State Political Subdivision and Indian Tribe Site Specific Cooperative Agreements	CERCLA: Sec. 104(d)(1)	40 CFR PTS 31 & 35 SUBPT O

[illegible]

## Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$161,592
2. Fringe Benefits	\$56,128
3. Travel	\$17,450
4. Equipment	\$0
5. Supplies	\$15,000
6. Contractual	\$32,000
7. Construction	\$0
8. Other	\$6,284
9. Total Direct Charges	\$288,454
10. Indirect Costs: % Base	\$41,404
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$329,858
12. Total Approved Assistance Amount	\$329,858
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$222,238
15. Total EPA Amount Awarded To Date	\$329,858

11/15/09 - 11/14/2010

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$48,672
2. Fringe Benefits	\$14,607
3. Travel	\$8,000
4. Equipment	\$0
5. Supplies	\$7,500
6. Contractual	\$16,000
7. Construction	\$0
8. Other	\$3,142
9. Total Direct Charges	\$97,921
10. Indirect Costs	\$9,699
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$107,620
12. Total Approved Assistance Amount	\$107,620
13. Program Income	\$0

11/15/10 - 11/14/12

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$112,920
2. Fringe Benefits	\$41,521
3. Travel	\$9,450
4. Equipment	\$0
5. Supplies	\$7,500
6. Contractual	\$16,000
7. Construction	\$0
8. Other	\$3,142
9. Total Direct Charges	\$190,533
10. Indirect Costs	\$31,705
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$222,238
12. Total Approved Assistance Amount	\$222,238
13. Program Income	\$0

## **Administrative Conditions**

*The following condition is revised:*

### **14. TRAFFICKING IN PERSONS**

*a. Provisions applicable to a recipient that is a private entity .*

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
    - A. Associated with performance under this award; or
    - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR 1532.

*b. Provision applicable to a recipient other than a private entity . We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—*

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR 1532

*c. Provisions applicable to any recipient .*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

*d. Definitions . For purposes of this award term:*

1. "Employee" means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or

individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

***The following conditions are added:***

## **19. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS**

A. Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

## 20. ACORN

Congress has prohibited EPA from using its FY 2011 appropriations to provide funds to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries. None of the funds provided under this agreement may be used for subawards/subgrants or contracts to ACORN or its subsidiaries. Recipients should direct any questions about this prohibition to their EPA Grants Management Office.

## **Programmatic Conditions**

***The following condition is added:***

### 12. FOOD AND REFRESHMENTS

Unless the event(s) are specified in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

1. An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
2. A description of the purpose, agenda, location, length and timing for the event.
3. An estimated number of participants in the event and a description of their roles.

Recipients may address questions about whether costs for light refreshments, and meals for events are allowable to the recipient's EPA Project Officer. However, the Agency Award Official or Grant Management Officer will make final determinations on allowability.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11).

The following condition is revised:

**4. PARTIES' REPRESENTATIVES**

(a) EPA has designated Joel Singerman, Emergency and Remedial Response Division, United States Environmental Protection Agency, Region 2, 290 Broadway, New York, New York, 10007-1866, (212) 637-4258 to serve as EPA Project Officer for this Cooperative Agreement.

(b) The recipient has designated Mr. Ken Jock, Environmental Division Director, Saint Regis Mohawk Tribe, 412 State Route 37, Akwesasne, New York 13655, (518) 358-5937, to serve as the Project Officer for the Cooperative Agreement.